

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of State Parks  
Honolulu, Hawai'i 96813

April 25, 2008

Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i

SUBJECT: Establishment of a Kokua Partnership Volunteer Agreement for Heeia State Park, Oahu

The proposed agreement between the Division of State Parks and Kaneohe Canoe Club will allow volunteers to assist with the repair and maintenance of Heeia State Park. The Kokua Partnership agreement is based on the Parks' Curator Program and will recognize community assistance with the care and maintenance of recreational resources in the state park system.

The Curator Program began in 1987 to encourage community involvement in the care and management of historic and cultural sites on State-owned properties. Over the years, the program has expanded to include natural resources in the parks, such as botanical gardens and wetlands. The curator responsibilities have also evolved to include interpretation, assistance with visitor services, and site restoration.

Kaneohe Canoe Club (KCC) launches their canoes from the adjacent Heeia Kai Pier area, and would like an area to store their canoes. The old park caretaker's residence is in disrepair, and needs to be demolished, however, the adjacent garage and storage area is reasonably sound, and usable. KCC would like to use that area.

In addition, KCC has offered to assist the State by demolishing the old park caretaker residence. KCC has already assisted by cleaning up the area around the old caretaker's residence and disposing of rubbish.

RECOMMENDATION:

State Parks encourages community involvement and assistance with the care, management, and maintenance of the resources in the parks. Kaneohe Canoe Club has indicated

a willingness to carry out their responsibilities as volunteers at Heeia State Park and to work closely with State Parks to insure that the guidelines established in the agreement are followed. Therefore, we recommend that this agreement between the Kaneohe Canoe Club and the Division of State Parks be approved for a 1-year term.

Respectfully submitted,



DANIEL S. QUINN  
State Parks Administrator

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson

Attachment: Draft Kokua Partnership Agreement

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF STATE PARKS

KOKUA PARTNERSHIP AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, 2008, between the STATE OF HAWAII (hereafter "STATE"), by its Chairperson of the Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and **KANEOHE CANOE CLUB** (also referred to herein as "KOKUA PARTNER"), by **CLINT M. ANDERSON**, Coordinator, whose address is 45-510C Paleka Rd., Kaneohe, HI. 96744.

BACKGROUND

He'eia State Park encompasses a total of approximately 18.5 acres along Kaneohe Bay and He'eia Fish Pond. The park provides outdoor recreational opportunities, conservation, cultural, and educational programs. This AGREEMENT addresses a portion of the park, consisting of the area containing the caretaker's cottage and the garage in He'eia State Park more particularly described in Attachment 1, He'eia State Park Area Map, attached, which consists of approximately 24,000 square feet (hereinafter referred to as the "aforementioned portion").

INTRODUCTION

The STATE is the owner of He'eia State Park (hereafter "park"). The caretaker's cottage has severe termite damage and needs to be torn down. The cottage poses a safety risk. This KOKUA PARTNERSHIP AGREEMENT for He'eia State Park is in the public interest and serves a public purpose. The arrangements made herein with the KOKUA PARTNER will help improve and maintain the aforementioned portion of He'eia State Park for public use and will provide reasonable and appropriate recognition and gratitude to the KOKUA PARTNER on account of the significant labor and improvements its members are contributing to reclaim, preserve, and improve this portion of the 18.5 acre park for the use and benefit of all.

### WORK TO BE DONE BY KOKUA PARTNER

The KOKUA PARTNER will assist the STATE with the maintenance of designated areas within He'eia State Park as follows, if applicable:

1. Organize and conduct regular workdays to maintain the aforementioned area in the park grounds, including:

- a. Removal of weeds and debris from the park grounds.
  - Cut debris will be chipped and either used on-site in the park or transported off-site.
  - There is to be no burning within the site area.
  - Weed-eaters, machetes, lawnmowers, and other hand tools may be used.
  - A herbicide with dissipation properties such as Round-up, may be used to control weeds and vegetation growth.
  - The specifics of the vegetation removal shall be discussed on-site with a STATE representative prior to initiation of the AGREEMENT.

2. Repair and maintain the irrigation system.

Additional work may be done by mutual agreement between the STATE and the KOKUA PARTNER.

### SPECIAL CONDITIONS

Other areas of park may be governed by other agreements and/or contracts, leases or RP's with other entities. This agreement does not override or infringe upon these other agreements.

The KOKUA PARTNER shall not:

- 1. Permit commercial activity, including the sale of any items or advertising of commercial products, to be conducted in conjunction with the maintenance of the site;
- 2. Undertake or permit fund raising activities at the site;
- 3. Permit participants to possess, display, use or consume alcoholic beverages or illegal drugs at the site;
- 4. Permit any temporary or permanent residence to occur at the site;
- 5. Cause any significant disruption to normal park usage.

The KOKUA PARTNER may:

1. Assist in coordinating volunteer efforts that may be forthcoming from other organizations or individuals. Such other groups or individuals may participate in maintenance activities without being required to become a member of the KOKUA PARTNER.

### RESPONSIBILITIES OF STATE

The assistance of the STATE through the Division of State Parks may be requested by the KOKUA PARTNER for large clearing and hauling projects and with herbiciding. Such projects should be coordinated between the KOKUA PARTNER and the STATE.

### CHECKS TO INSURE PROPER MAINTENANCE

1. The KOKUA PARTNER and STATE through the Division of State Parks will agree on a schedule for when volunteer work will be performed. The STATE will monitor the progress of the maintenance and maintain close communication with the KOKUA PARTNER. The KOKUA PARTNER will notify the STATE if a schedule change is necessary.
2. The STATE will make two (2) field checks per year to see that proper maintenance is being done. If it is determined that proper maintenance is not taking place, the STATE will notify the KOKUA PARTNER in writing of the problem(s) and will provide suggestions to correct the problem(s). The KOKUA PARTNER will be allowed a reasonable time to correct the problem. If the KOKUA PARTNER fails to correct the problem, the STATE may revoke this AGREEMENT.

### CHECKS TO INSURE PROPER SAFETY

1. The KOKUA PARTNER agrees to perform its volunteer services in a safe and reasonable manner. It is the KOKUA PARTNER'S responsibility to become acquainted with the procedures and tools necessary to perform these tasks and to monitor the actions of their group of volunteers.
2. Prior to commencement and periodically throughout the AGREEMENT, the KOKUA PARTNER will conduct safety briefings with their volunteers to ensure that they are aware of any potential safety hazards. The KOKUA PARTNER will have all volunteers

sign liability waivers and instruct all volunteers in the proper method of performing their tasks.

3. The STATE through the Division of State Parks is available to assist in providing safety presentations and written documentation on safety and proper methods of performing the work. An on-site evaluation, to discuss procedures, can be scheduled prior to the commencement of this AGREEMENT.

#### **RECOGNITION OF KOKUA PARTNER'S CLEANING AND MAINTENANCE EFFORTS**

In recognition of the efforts and resources to be put into cleaning and enhancing **He'eia State Park** by the KOKUA PARTNER, the STATE, through the Division of State Parks, will give priority to scheduling permits for sporting or social activities at the park conducted by the KOKUA PARTNER. The Division of State Parks will issue such permits to the KOKUA PARTNER so long as the right of the general public to use the park is not unreasonably affected.

#### **CANOE HALE**

The STATE shall permit the KOKUA PARTNER to (1) occupy (a) a portion of the Caretaker's Cottage that is not termite damaged and (b) the Caretaker's Garage for its members' canoes, escort boats and to store other items used by the Kaneohe Canoe Club for its activities pursuant to section 171-55, H.R.S., and (2) to connect to electrical lines for the purpose of electrical service which will be at the KOKUA PARTNER'S own expense. In exchange, the KOKUA PARTNER has agreed to tear down the termite damaged portions of the Caretaker's Cottage at its own expense. The STATE will give the KOKUA PARTNER, a right-of-entry to allow it to tear down the Caretaker's Cottage.

#### **COORDINATION OF ACTIVITIES**

The KOKUA PARTNER shall designate a person to coordinate with the STATE the activities of the KOKUA PARTNER under this AGREEMENT. The KOKUA PARTNER shall be responsible for transmitting to the STATE the names of the individuals who will be performing services under this AGREEMENT.

#### **INDIVIDUAL MEMBERS, VOLUNTEERS AND INVITEES OF KOKUA PARTNER**

The members, volunteers and invitees of the KOKUA PARTNER who perform the KOKUA PARTNER's responsibilities under this AGREEMENT will be deemed to be volunteers for purposes of chapter 90, HRS. As such, these persons when acting as volunteers are entitled to be regarded as "employees of the State" solely for the purposes of chapter 662, HRS.

#### TERM OF AGREEMENT

The term of this AGREEMENT is for one (1) year after its effective date subject to renewal by both parties. Either party may terminate this AGREEMENT at any time during the term of the agreement after providing the other party with thirty (30) days written notice, provided that the State may terminate the agreement immediately upon written notice if the KOKUA PARTNER violates any of the conditions or special conditions considered in this agreement.

#### PUBLICITY

During the term of this AGREEMENT, the STATE may post at **He'eia State Park** a sign or signs that recognize the contributions of the KOKUA PARTNER to the improvement and usefulness of the park.

#### COMPLIANCE WITH LAW

The KOKUA PARTNER shall comply with all applicable federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the KOKUA PARTNER's performance of this AGREEMENT.

#### PARK RULES

The rules of the Hawaii STATE PARK SYSTEM which are set forth in Hawaii Administrative Rules, Title 13, Subtitle 6, Chapter 146, shall apply to the fullest possible extent to the implementation of this AGREEMENT.

#### MODIFICATION OF AGREEMENT

### REPORTING REQUIREMENTS

Six months after the effective date of this AGREEMENT, the KOKUA PARTNER shall provide to the STATE a written summary of its activities under the AGREEMENT including discussions of its accomplishments, difficulties, goals for the remainder of the AGREEMENT, and other relevant information. Every six months thereafter during the term of this AGREEMENT, the KOKUA PARTNER will make such written reports to the STATE.

IN VIEW OF THE ABOVE, the parties execute this AGREEMENT by their signatures, on the dates below, to be effective as of the date first above written.

#### **STATE**

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*(Signature)*

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*(Print Name)*

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*(Print Title)*

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*(Date)*

***[THIS SPACE INTENTIONALLY LEFT BLANK]***



**KANEOHE CANOE CLUB**

**KANEOHE CANOE CLUB**

*(Insert name of Kokua Partner)*

\_\_\_\_\_  
*(Signature)*

**CLINT M. ANDERSON**

*(Print Name)*

**PRESIDENT**

*(Print Title)*

\_\_\_\_\_  
*(Date)*

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

## ACKNOWLEDGMENT

STATE OF HAWAII )  
 : SS.  
CITY & COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me appeared **CLINT M. ANDERSON**, to me known, to be the person described in and, who, being by me duly sworn, did say that he is the **PRESIDENT of KANEOHE CANOE CLUB**, the **KOKUA PARTNER** named in the foregoing instrument, and that he is authorized to sign said instrument on behalf of the **KANEOHE CANOE CLUB**, and acknowledges that he executed said instrument as the free act and deed of the **KANEOHE CANOE CLUB**.

(Signature)

**CLINT M. ANDERSON**

(Print Name)

Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_

**ATTACHMENT 1 - MAP**

Map of \_\_\_\_\_, showing location of maintenance areas.

STOP SIGN RI-1  
30"x30"

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SUBJECT/PROJECT			STATE OF KANSAS		
DEPARTMENT OF LAND AND NATURAL RESOURCES ENGINEERING DIVISION REPAIRING OF PARKING LOT AND ACCESS ROAD HEESIA STATE PARK			PAVT. MARKING & SIGNAGE PLAN		
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